

## COVER SHEET

### NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES Division of Children and Family Services-Child Welfare

Grant is for the development and delivery of information and resources to foster and adoptive parents, as well as provide mentoring supports, retention programs, education and training, management of the 1-800-PARENT foster parent recruitment phone line and management of foster parent access to the Department's secure e-mail system (SIX).

**Grantee:** Nebraska Foster and Adoptive Parent Association

**Federal Tax Identification Number:** 47-0828156

**Address:** 315 South 9<sup>th</sup> Street, Suite 10

**City/State/Zip:** Lincoln, NE 68508

**Phone Number:** 476-2273

**Contact Person or Project Director**

Name: Pamela Allen

Title: Executive Director

Address: 315 S. 9<sup>th</sup> Street, Ste. 10

City/State/Zip: Lincoln, NE 68508

Phone: 402-476-2273

E-Mail Address: nfapa@alltel.net

**Funding Information:** \$313,527.85

*By submitting and signing this application, the Grantee agrees that it will operate the program as described in accordance with the Grant Terms and Assurance.*

Signature of Department Representative: Tore A. Carley

Date: 12/31/08

Title: Director

Signature of Grantee Authorized Official: Pamela Allen

Date: 1-2-09

Title: Executive Director

**STATE OF NEBRASKA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
GRANT TERMS and ASSURANCES**

This is a grant of state funds by the State of Nebraska, Department of Health and Human Services (hereinafter the "Department") to the Nebraska Foster and Adoptive Parent Association (hereinafter the "Recipient") located at 315 South 9th Street, Suite 10 Lincoln, NE 68508 • Lincoln, NE 68508.

By accepting this grant, the recipient agrees to comply with the terms and conditions described herein.

- A. Term of Grant. The term of this grant shall be from January 1, 2009 through December 31, 2009.
- B. Scope of Service.  
The Recipient agrees that for valuable consideration provided by the Department, funds will be expended as designated in a specific work plan agreed upon by the Department and the Recipient to include the development and delivery of information and resources, mentoring supports for foster and adoptive parents, retention programs, education and training, management of the 1-800-PARENT foster parent recruitment phone line and management of foster parent access to the Department's secure e-mail system (SIX).
- C. Consideration.
1. The Department agrees to pay the Recipient the total amount not to exceed \$313,527.85 (Three hundred thirteen thousand five hundred and twenty seven dollars and eighty five cents).
  2. Payment Structure: A payment of \$78,381.97 will be made upon signature of this contract by both parties, but no earlier than the effective date of the contract. In addition, a payment of \$78,381.96 will be made to the Recipient on or after April 1, 2009, July 1, 2009, and October 1, 2009.
  3. The Department reserves the right to withhold payment until required reports are received.
- D. Reporting Requirement. Recipient must submit a program and financial expenditure report on October 15, 2009, identifying activities achieved and expenditures made for the period January 1, 2009, through September 30, 2009, and anticipated activities and expenditures for the period October 1, 2009, through December 31, 2009. The Recipient must also submit an annual report identifying all activities and actual expenditures for the contract year by February 1, 2010.
- E. Access to Records and Audit Responsibilities. All Subrecipient books, records, and documents regardless of physical form, and including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this Subgrant shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. The Subrecipient must maintain these records for a period of six (6) full years from the date of final

payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

The Subrecipient agrees to provide to DHHS any and all written communications received by the Subrecipient from an auditor related to Subrecipient's internal control over financial reporting requirements and communication with those charged with governance, **including those** in compliance with or related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance*. The Subrecipient agrees to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communication to DHHS at the same time copies are delivered to the Subrecipient, in which case the Subrecipient agrees to verify that DHHS has received a copy.

The Subrecipient agrees to immediately correct any material weakness or condition reported to DHHS in the course of an audit and notify DHHS that the corrections have been made.

In addition to, and in no way in limitation of any obligation in this Subgrant, the Subrecipient agrees that it will be liable for audit exceptions, and shall return to DHHS all payments made under this Subgrant for which an exception has been taken or which has been disallowed because of such an exception, upon demand from the Department.

- F. Authorized Official. A person authorized by the Subrecipient to sign legally-binding documents. By submitting the signed Application Cover Sheet and the Subgrant Terms and Assurances, the Applicant agrees that it will operate the grant-funded activities in accordance with the Subgrant Terms and Assurances.
- G. Availability of Funding. Due to possible future reductions in appropriations, DHHS cannot guarantee the continued availability of funding for this Subgrant. In the event funds to finance this Subgrant become unavailable either in full or in part due to such reductions in appropriations, DHHS may terminate the Subgrant or reduce the award upon notice in writing to the Subrecipient. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. DHHS shall be the final authority as to the availability of funds. The effective date of such Subgrant termination or reduction in the award shall be specified in the notice as the date of service of said notice or the actual effective date of the funding reduction, whichever is later. Provided that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in the award, the Subrecipient may cancel this Subgrant as of the effective date of the proposed reduction upon provision of advance written notice to DHHS.
- H. Budget Changes. The Subrecipient is permitted to reassign funds from one line item to another line item within the approved budget. If funds are reassigned between line items, prior approval from DHHS is required for cumulative budget transfer requests for allowable costs, allocable to the Subgrant exceeding ten percent (10%) of the current total approved budget. Budget revision requests shall

be submitted in writing to DHHS. DHHS will provide written notification of approval or disapproval of the request within 30 days of its receipt.

- I. Data Ownership and Copyright. All data collected as a result of this project shall be the property of DHHS. The Subrecipient, or other entities with which it enters into legal agreement with, may copyright any of the copyrightable material produced in conjunction with the performance required under this Subgrant. DHHS hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for State purposes.
- J. Documents Incorporated by Reference. All laws, rules, regulations, guidelines, directives and documents, attachments, and appendices referred to in these terms and assurances shall be deemed incorporated by this reference and made a part of this Subgrant as though fully set forth herein.
- K. Drug-Free Work-Place Policy. The Subrecipient hereby assures DHHS that it will operate a drug-free workplace in accordance with state and federal guidelines and has implemented a drug-free workplace policy which is available to DHHS upon request.
- L. Federal Governing Requirements. Subrecipient must perform Subgrant activities, expend funds, and report financial and program activities in accordance with Federal grants administration regulations, U.S. Office of Management and Budget (OMB) Circulars governing cost principles and audits (Appendix 3), OMB Circulars governing administrative requirements, and to comply with the certifications attached hereto.
- M. Independent Legal Entity. The Subrecipient is an independent legal entity and neither it nor any of its employees shall be deemed employees of DHHS for any purpose. The Subrecipient shall employ and direct such personnel as it requires to perform its obligations under this Subgrant, shall exercise full authority over its personnel, and shall comply with all worker's compensation, employer's liability, and other federal, state, county, and municipal laws, ordinances, rules, and regulations required of an employer providing services as contemplated by this Subgrant.
- N. Monitoring. Subrecipient shall facilitate DHHS's monitoring and oversight activities of Subrecipient to include: (1) fiscal and program review using monitoring mechanisms including but not limited to, progress reports, site visits, financial reports, independent (third party) financial audits, and/or internal (State-conducted) financial audits to ensure compliance with program and fiscal requirements; and (2) ensuring that Subrecipient receives a Single Audit if it meets the annual threshold under OMB Circular A-133.
- O. Nondiscrimination. The Subrecipient warrants and assures that it complies, as applicable, with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and the Nebraska Fair Employment Practice Act, to the effect that no person shall, on the grounds of race, color, national origin, sex, pregnancy, marital status, age,

religion, or disability, be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity of the Subrecipient. This provision shall include, but not be limited to, employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Subrecipient further agrees to insert similar nondiscrimination provisions in all subcontracts utilized in the performance of this grant.

- P. Notices. All notices given under the terms of this Subgrant shall be sent by certified mail, postage prepaid, addressed to the respective party at the address set forth below, or to such other addresses as the parties shall designate in writing from time to time.

Notice by Subrecipient to DHHS shall be addressed to Nebraska Health and Human Services, Division of Children and Family Services, P.O. Box 95026, Lincoln, NE 68509-5026, Attn: Chris Hanus, Child Welfare Administrator.

Nebraska Foster and Adoptive Parent association  
315 South 9<sup>th</sup> Street, Suite 10  
Lincoln, NE 68508  
Attn: Pam Allen  
[Subrecipient name and address]

- Q. Programmatic changes. The Subrecipient shall request in writing DHHS approval for programmatic changes. DHHS shall send a written determination regarding the request to the Subrecipient within 30 days of its receipt.
- R. Public Counsel. In the event the Subrecipient provides health and human services to individuals on behalf of DHHS under the terms of this Subgrant, Subrecipient shall submit to the jurisdiction of the Public Counsel under Neb. Rev. Stat. §§81-8,240 to 81-8,254 with respect to the provision of services under this Subgrant. This clause shall not apply to grants or contracts between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.
- S. Publications, Publicity, Conferences or Training and Acknowledgment of Support. Subrecipient shall submit a copy of all presentations, writings and materials developed as a result of activities funded through this Subgrant for purposes of review and comment. Publicity, presentations and written materials concerning activities supported under this Subgrant shall acknowledge the financial support of DHHS.
- T. Payment. DHHS will make payments subject to Subrecipient's submission of reports according to the Subrecipient Reporting Requirements, pursuant to the Nebraska Prompt Payment Act, Neb. Rev. Stat. §81-2401 et seq., and will be a cost reimbursement unless otherwise specified as an advance payment.
- U. Release and Indemnity. The Subrecipient shall assume all risk of loss and hold DHHS, its employees, agents, assignees and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments and all expenses incident thereto, for injuries to persons and for loss of,

damage to, or destruction of property arising out of or in connection with this grant, and proximately caused by the negligent or intentional acts or omissions of the Subrecipient, its officers, employees or agents; for any losses caused by failure by the Subrecipient to comply with terms and conditions of the grant; and, for any losses caused by other parties which have entered into agreements with the Subrecipient.

- V. Religious Activities. The Subrecipient is prohibited from engaging in inherently religious activities like worship, religious instruction, or proselytization financed with federal financial assistance.
- W. Subcontracting or Subgranting. The Subrecipient agrees that subcontractors and/or subgrantees will not be utilized in the performance of this Subgrant without prior written authorization from DHHS.
- X. Subgrant Close-out. Upon the expiration or notice of termination of this Subgrant, the following procedures shall apply for close-out of the Subgrant:

The Subrecipient will not incur new obligations after the termination or expiration of the Subgrant, and shall cancel as many outstanding obligations as possible. DHHS shall give full credit to Subrecipient for the federal share of non-cancelable obligations properly incurred by Subrecipient prior to termination, and costs incurred on, or prior to, the termination or expiration date.

Subrecipient shall immediately return to DHHS any unobligated balance of cash advanced or shall manage such balance in accordance with DHHS instructions.

Within a maximum of 90 days following the date of expiration or termination, Subrecipient shall submit all financial, performance reports. DHHS reserves the right to extend the due date for any report and may waive, in writing, any report it considers to be unnecessary.

The Subrecipient shall assist and cooperate in the orderly transition and transfer of Subgrant activities and operations with the objective of preventing disruption of services.

Close-out of this Subgrant shall not affect the retention period for, or state or federal rights of access to, Subrecipient records, or Subrecipient's responsibilities regarding property or with respect to any program income for which Subrecipient is still accountable under this Subgrant. If no final audit is conducted prior to close-out, DHHS reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted at a later time.

- Y. Subrecipient Procurement. Subrecipient shall be responsible for the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered into by it in connection with the Subgrant, without recourse to DHHS. Such issues include, but are not limited to, disputes, claims, protests of award, source evaluation and other matters of a contractual nature. DHHS is not a party to any other legal agreement entered into between the Subrecipient arising out of this Subgrant award.

Z. Termination. This Subgrant is subject to termination in the following conditions:

- 1) Termination by DHHS due to unavailability of funding.
- 2) Termination by Mutual Consent: This Subgrant may be terminated in whole or in part, prior to the completion of the Subrecipient's project activities, when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The parties must agree on the termination conditions, including effective date and the portion to be terminated.
- 3) Termination for Cause: In the event of a default or violation of the terms of this Subgrant by the Subrecipient or failure to use the Subgrant for only those purposes set forth, DHHS may take the following action:
  - (a) Suspension - After notice to the Subrecipient, suspend the Subgrant and withhold any further disbursement or prohibit the Subrecipient from incurring additional obligations of Subgrant funds, pending corrective action by the Subrecipient.
  - (b) Termination - Terminate the Subgrant in whole, or in part, at any time before the date of completion, whenever it is determined that the Subrecipient has failed to comply with the terms and conditions of the Subgrant. DHHS will promptly notify the Subrecipient in writing of the determination and the reasons for the termination, together with the effective date.

Payments made to the Subrecipient or recoveries by DHHS under this subsection, will be in accordance with the legal rights and liabilities of the parties.

Payments and recoveries may include, but are not limited to, payments allowed for costs determined to be not in compliance with the terms of this Subgrant up to the date of termination. The Subrecipient will return to DHHS all unencumbered funds. Further, any costs previously paid by DHHS which are subsequently determined to be unallowable through audit and close-out procedures may be recovered pursuant to the closeout procedures herein.

4) Recovery of Funds: In the event of default, failure to complete the project, or violation of the terms of this Subgrant by the Subrecipient, DHHS may institute such action as necessary to reduce, withdraw, or recover all or part of the project funds from the Subrecipient.